

STATE OF NEW YORK
SUPREME COURT: COUNTY OF ERIE

HW 2 Doe, Being a Victim of Child Sexual Abuse,

Plaintiff,

v.

THE DIOCESE OF BUFFALO, NEW YORK
795 Main Street
Buffalo, New York 14203,

ST. JOHN XXIII PARISH a/k/a
ST. BONAVENTURE PARISH
1 Arcade Street
West Seneca, New York 14224, and

DONALD W. BECKER
13831 Eagle Ridge Lakes Drive Apartment 103
Fort Meyers, Florida 33912,

Defendants.

SUMMONS


Index No.:

TO THE ABOVE-NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the Complaint in this action, and to serve a copy of your Answer or, if the Complaint is not served with a Summons, to serve a Notice of Appearance, on Plaintiff's attorney within **twenty (20)** days after the service of this Summons, exclusive of the day of service, or within **thirty (30)** days after completion of service where service is made in any other manner than by personal delivery within the State. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

This action is brought in ERIE COUNTY based upon Plaintiff's residence.

DATED: September 16, 2019
Amherst, New York


William A. Lorenz, Jr., Esq.

HoganWillig, PLLC
Attorneys for Plaintiff
2410 North Forest Road, Suite 301
Amherst, New York 14068
(716) 636-7600
wlorenz@hoganwillig.com

{H2391380.1}

HOGANWILLIG

Attorneys at Law

2410 NORTH FOREST ROAD | SUITE 301 | AMHERST, NEW YORK 14068
Phone: 716.636.7600 | Toll Free: 800.636.5255 | Fax: 716.636.7606 | www.hoganwillig.com

STATE OF NEW YORK
SUPREME COURT: COUNTY OF ERIE

HW 2 Doe, Being a Victim of Child Sexual Abuse,

Plaintiff,

v.

THE DIOCESE OF BUFFALO, NEW YORK,
ST. JOHN XXIII PARISH a/k/a
ST. BONAVENTURE PARISH, and
DONALD W. BECKER,

Defendants.

COMPLAINT

Index No.:

Plaintiff HW 2 Doe, Being a Victim of Child Sexual Abuse, by and through their attorneys, HOGANWILLIG, PLLC, as and for their Verified Complaint against Defendants THE DIOCESE OF BUFFALO, NEW YORK (“DIOCESE”), ST. JOHN XXIII PARISH a/k/a ST. BONAVENTURE PARISH (“BONAVENTURE”), and DONALD W. BECKER (“FR. BECKER”) herein, alleges as follows:

1. At all relevant times hereinafter mentioned, Plaintiff was and still is a resident of the County of Erie, and State of New York.

2. Upon information and belief, and at all times hereinafter mentioned, Defendant DIOCESE was and is a Roman Catholic diocese headquartered in Buffalo, New York, with its principal place of business located at 795 Main Street, Buffalo, County of Erie, and State of New York.

3. Upon information and belief, and at all times hereinafter mentioned, Defendant BONAVENTURE was and is a Catholic Church headquartered in Hamburg, New York with its

principal place of business located at 1 Arcade Street, West Seneca, County of Erie, State of New York.

4. Upon information and belief, and at all relevant times hereinafter mentioned, Defendant DIOCESE operated churches and schools including, during the relevant times herein, Defendant and BONAVENTURE.

5. Upon information and belief, and at all relevant times hereinafter mentioned, Defendant FR. BECKER was a Catholic priest and member, agent, servant, and/or employee of Defendants DIOCESE, PETER & PAUL, and BONAVENTURE.

FACTS COMMON TO ALL CLAIMS

6. Upon information and belief, Defendant FR. BECKER was assigned to Defendant BONAVENTURE by Defendant DIOCESE from approximately 1971 to 1974.

7. Upon information and belief, during the times relevant to the allegations set forth herein, Defendant FR. BECKER was under the direct supervision, employ, and/or control of Defendants DIOCESE and BONAVENTURE.

8. Upon information and belief, Defendant FR. BECKER'S assignments included: St. Mark in Rushford (1968); Assumption of the Blessed Virgin Mary in Lancaster (1969-1970); Defendant BONAVENTURE (1971-1974); SS. Peter & Paul Parish Community (1975-1979); Nativity Church in Orchard Park (1980-1981); St. Stephen Church in Grand Island (1982-1984); St. Agatha in Buffalo (1985-1989); St. Mary in Batavia (1992-2002); and "Absent on leave" in 2003.

9. Upon information and belief, Defendant FR. BECKER is a retired priest residing in Fort Meyers, Florida.

10. On March 20, 2018, Defendant DIOCESE included Defendant FR. BECKER on its list of priests who “were removed from ministry, were retired, or left ministry after allegations of sexual abuse of a minor.”

11. Through Defendant FR. BECKER’S positions at, within, or for Defendants DIOCESE and BONAVENTURE, he was put in direct contact with Plaintiff, beginning in the early 1970s.

12. In approximately 1971, Plaintiff was the victim of sexual harassment, sexual abuse, and violence by or at the direction of Defendant FR. BECKER, and with the acquiescence, approval, participation, and implied permission of Defendants DIOCESE and BONAVENTURE.

13. Upon information and belief, Defendant FR. BECKER’s sexual abuse began when Plaintiff was approximately 11 years old.

14. The incidents experienced by then-Plaintiff included, but are not limited to, the following:

- a. Defendant FR. BECKER began “grooming” Plaintiff by visiting Plaintiff and Plaintiff’s family at a cottage in Long Beach, Canada to earn Plaintiff’s trust.
- b. On at least one occasion at said cottage, Defendant FR. BECKER told then-infant Plaintiff to say his prayers, and then began fondling Plaintiff’s genitals.
- c. On at least one occasion at said cottage, Defendant FR. BECKER performed oral sex on then-infant Plaintiff.

- d. On at least one occasion at said cottage, Defendant FR. BECKER forced then-infant Plaintiff to perform oral sex on him, to the point of vomiting.
- e. On at least one occasion, Defendant FR. BECKER brought then-infant Plaintiff to Defendant FR. BECKER's cabin in Java Center, New York, and supplied then-infant Plaintiff with alcoholic beverages to the point where then-infant Plaintiff became intoxicated.
- f. On at least one occasion at said cabin, Defendant FR. BECKER anally penetrated then-infant Plaintiff in his bed to the point that Plaintiff passed out from the pain.
- g. On at least one occasion, Defendant Fr. BECKER threatened then-infant Plaintiff not to tell anyone about the above-listed abuse because the abuse was between them and God.

15. Venue is proper in Erie County based on Plaintiff's residence.

16. This action is brought pursuant to CPLR § 214-G, as added by the New York Child Victims Act, which has revived claims of child sexual abuse for a period of one year beginning on August 14, 2019, six months after the effective date of the section (February 14, 2019). This action is timely commenced.

AS AND FOR A FIRST CAUSE OF ACTION AGAINST DEFENDANTS: NEGLIGENCE

17. Plaintiff repeats, reiterates, and realleges each and every allegation contained in paragraphs "1" through "16" as though more fully set forth herein.

18. Defendant FR. BECKER, as an agent, servant, and/or employee of Defendants DIOCESE and BONAVENTURE, was a religious figure and educator who had physical custody of Plaintiff, and owed Plaintiff a duty of care.

19. All Defendants were in *loco parentis* and owed Plaintiffs a duty of care.

20. Defendants DIOCESE and BONAVENTURE breached their duty of care owed to Plaintiff when they allowed Plaintiff to be in contact with Defendant FR. BECKER.

21. Defendants DIOCESE and BONAVENTURE knew or should have known of the sexual abuse, sexual harassment, and violence occurring by or at the direction of Defendant FR. BECKER, and breached their duty owed to Plaintiff when they failed to report the sexual abuse, sexual harassment, and violence occurring by or at the direction of Defendant FR. BECKER.

22. Defendants DIOCESE and BONAVENTURE are individually responsible and are also responsible under the doctrines of vicarious responsibility and respondent superior.

23. Plaintiff suffered severe emotional and mental suffering and distress due to Defendant's actions, as well as fear for his own physical safety.

24. As a result of Defendants' breach, Plaintiff has incurred and will incur medical costs to treat their past, present, and future psychological suffering as a result of being a victim of sexual abuse, sexual harassment, and violence while in the control of Defendant FR. BECKER.

25. By reason of the foregoing, Plaintiff has been damaged in an amount exceeding the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

AS AND FOR A SECOND CAUSE OF ACTION AGAINST DEFENDANTS:
FAILURE TO REPORT

26. Plaintiff repeats, reiterates, and realleges each and every allegation contained in paragraphs "1" through "25" as though more fully set forth herein.

27. Defendant BONAVENTURE, through their agents, servants, and employees, were Mandated Reporters under New York Social Services Law.

28. Defendant BONAVENTURE, through their agents, servants, and employees, had reasonable cause to suspect that Plaintiff was being abused and/or maltreated by Defendant FR. BECKER.

29. Defendants BONAVENTURE, through their agents, servants, and employees, knowingly and willfully failed to report the suspected child abuse or maltreatment to anyone, including the police or Child Protective Services.

30. Defendant BONAVENTURE did not provide their employees with written information on reporting requirements.

31. Defendant BONAVENTURE failed to follow the policies of required reporting including, but not limited to, the policies listed in the Code of Conduct for Priests, Deacons, Pastoral Ministers, Administrators, Staff and Volunteers, as well as New York Consolidated Laws, Social Services Law - SOS § 413.

32. Defendant BONAVENTURE is liable for the failure to report pursuant to New York Consolidated Laws, Social Services Law - SOS § 420.

33. The knowing and willful failure of Defendant BONAVENTURE, through the inaction of their agents, servants, and employees, to report the child abuse and maltreatment of Plaintiff was a proximate cause of Plaintiff's damages.

34. By reason of the foregoing, Plaintiff has been damaged in an amount exceeding the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

AS AND FOR A THIRD CAUSE OF ACTION AGAINST DEFENDANTS:
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

35. Plaintiff repeats, reiterates, and realleges each and every allegation contained in paragraphs "1" through "34" as though more fully set forth herein.

36. During the time period encompassing 1971, Defendants DIOCESE and BONAVENTURE allowed Defendant FR. BECKER unrestricted access to Plaintiff and willfully and/or intentionally ignored complaints against Defendant Fr. BECKER of sexual abuse, sexual harassment, and violence.

37. During the time period referenced above, Defendants DIOCESE and BONAVENTURE willfully and/or intentionally ignored Plaintiff's safety by requiring and allowing Plaintiff to be watched by Defendant FR. BECKER by himself.

38. Defendants DIOCESE and BONAVENTURE were deliberately indifferent to the risk of sexual harassment and violence posed to Plaintiff by being alone with Defendant FR. BECKER.

39. Defendants DIOCESE and BONAVENTURE willfully and/or intentionally created a hostile and unsafe religious and educational environment that no child would be able to tolerate.

40. Defendants, in order to avoid embarrassment, scandal, and negative publicity, intended to cause Plaintiff shame, humiliation, and extreme emotional distress so Plaintiff would stay silent, and not report the abuse.

41. Defendants behaved in a manner toward Plaintiff that was so outrageous as to exceed all reasonable bounds of decency.

42. Defendants knew with substantial certainty or should have known that their behavior would cause Plaintiff to be a victim of sexual abuse, sexual harassment, and violence.

43. Defendants knew with substantial certainty or should have known that their behavior would cause severe emotional distress to Plaintiff.

44. The foregoing acts of Defendants caused Plaintiff physical, mental and emotional distress.

45. By reason of the foregoing, Plaintiff has been damaged in an amount exceeding the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

AS AND FOR A FOURTH CAUSE OF ACTION AGAINST DEFENDANTS:
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

46. Plaintiff repeats, reiterates, and realleges each and every allegation contained in paragraphs "1" through "45" as though more fully set forth herein.

47. Defendants DIOCESE and BONAVENTURE were negligent when they allowed Plaintiff to continue to be exposed to Defendant FR. BECKER despite being aware of allegations of sexual harassment, sexual abuse, and violence against Defendant FR. BECKER.

48. Defendants DIOCESE and BONAVENTURE knew or should have known this would subject Plaintiff to sexual harassment, sexual abuse, and violence, and knew or should have known this would unreasonably endanger Plaintiff's safety, cause them to fear for their safety, and cause them severe emotional distress.

49. Defendants DIOCESE and BONAVENTURE owed a duty to Plaintiff to protect him from sexual harassment, sexual abuse, and violence from Defendant FR. BECKER, including but not limited to when on the premises of Defendants DIOCESE and BONAVENTURE.

50. Defendants DIOCESE and BONAVENTURE breached the duty owed to Plaintiff to protect him from sexual abuse, sexual harassment, and violence from Defendant FR. BECKER, including but not limited to when on the premises of Defendants DIOCESE and BONAVENTURE.

51. Plaintiff suffered severe emotional and mental suffering and distress due to Defendants' actions and/or inactions, as well as fear for his own physical safety.

52. By reason of the foregoing, Plaintiff has been damaged in an amount exceeding the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**AS AND FOR A FIFTH CAUSE OF ACTION AGAINST DEFENDANTS: NEGLIGENT
HIRING**

53. Plaintiff repeats, reiterates, and realleges each and every allegation contained in paragraphs "1" through "52" as though more fully set forth herein.

54. Defendants DIOCESE and BONAVENTURE owed Plaintiff a duty of care to supervise and protect Plaintiff.

55. Defendants DIOCESE and BONAVENTURE were obligated to Plaintiff to hire and/or assign personnel, including Defendant FR. BECKER, to ensure that the children assigned to said personnel would be in a safe educational and religious environment.

56. Defendants DIOCESE and BONAVENTURE knew or should have known at the time of Defendant FR. BECKER'S assignment to Defendants DIOCESE and BONAVENTURE of his propensity for the conduct which caused the injury.

57. Plaintiff was a victim of sexual abuse, sexual harassment, and violence by or at the direction of Defendant FR. BECKER.

58. Defendants DIOCESE and BONAVENTURE breached their duty of care to Plaintiff when they negligently hired Defendant FR. BECKER.

59. Plaintiff suffered severe emotional and mental suffering and distress due to Defendants' actions, as well as fear for his own physical safety.

60. By reason of the foregoing, Plaintiff has been damaged in an amount exceeding the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

AS AND FOR A SIXTH CAUSE OF ACTION AGAINST DEFENDANTS:
NEGLIGENT SUPERVISION AND RETENTION

61. Plaintiff repeats, reiterates, and realleges each and every allegation contained in paragraphs "1" through "60" as though more fully set forth herein.

62. Defendants DIOCESE and BONAVENTURE owed Plaintiff a duty of care to supervise and protect Plaintiff.

63. Defendants DIOCESE and BONAVENTURE were obligated to Plaintiff to supervise the personnel assigned to watch Plaintiff, including but not limited to while on the premises of Defendants DIOCESE and BONAVENTURE, to ensure that Plaintiff was in a reasonably safe environment.

64. Plaintiff was the victim of sexual abuse, sexual harassment, and violence by or at the direction of Defendant FR. BECKER.

65. Defendants DIOCESE and BONAVENTURE had knowledge or should have had knowledge of the sexual abuse, sexual harassment, and violence by or at the direction of Defendant FR. BECKER and negligently ignored the sexual abuse, sexual harassment, and violence that was done by or at the direction of Defendant FR. BECKER.

66. Defendants DIOCESE and BONAVENTURE did not terminate the employment or suspend the duties of Defendant FR. BECKER despite reports concerning the sexual abuse, sexual harassment and violence committed by Defendant FR. BECKER.

67. Defendants DIOCESE and BONAVENTURE breached their duty of care to Plaintiff when they negligently supervised and retained Defendant FR. BECKER.

68. Plaintiff suffered severe emotional and mental suffering and distress due to Defendants' actions, as well as fear for his own physical safety.

69. By reason of the foregoing, Plaintiff has been damaged in an amount exceeding the jurisdictional limits of all lower courts, which would otherwise have jurisdiction.

**AS AND FOR A SEVENTH CAUSE OF ACTION AGAINST DEFENDANTS:
PUNITIVE DAMAGES**

70. Plaintiff repeats, reiterates, and realleges each and every allegation contained in paragraphs “1” through “69” as though more fully set forth herein.

71. Defendants DIOCESE and BONAVENTURE’s knowledge of the violence, sexual harassment, and/or misconduct against Plaintiff by or at the direction of Defendant FR. BECKER is tantamount to a wanton and conscious disregard for the safety of Plaintiff and others, and warrants the imposition of punitive damages.

72. By reason of the malicious, intentional, willful, and/or negligent conduct of Defendants herein, and by such other acts that were morally reprehensible, Defendants’ conduct evidenced a callous disregard for the safety of Plaintiff, and said acts constituted a wanton, reckless and/or malicious disregard for the rights of others and, as a result thereof, Plaintiff demands punitive damages.

73. By reason of the foregoing, Plaintiff has been damaged in an amount exceeding the jurisdictional limits of all lower courts, which would otherwise have jurisdiction.

**AS AND FOR AN EIGHTH CAUSE OF ACTION AGAINST DEFENDANTS:
VIOLATION OF TITLE IX OF THE EDUCATION AMENDMENTS OF 1972**

74. Plaintiff repeats, reiterates, and realleges each and every allegation contained in paragraphs “1” through “73” as though more fully set forth herein.

75. Title IX of the Education Amendment of 1972 forbids a “funding recipient” from discriminating on the basis of sex in educational programs and activities.

76. Upon information and belief, Defendant BONAVENTURE is a “funding recipients” under Title IX.

77. Plaintiff suffered sexual abuse, sexual harassment, and violence by or at the direction of Defendant FR. BECKER, in violation of Title IX.

78. Defendant FR. BECKER’S verbal and physical conduct of a sexual nature was severe or pervasive enough to alter the conditions of Plaintiff’s educational environment and created an abusive educational environment.

79. Defendants DIOCESE and BONAVENTURE had the authority and duty to institute corrective measures.

80. Defendants DIOCESE and BONAVENTURE acted with deliberate indifference in failing to respond to the reports of sexual harassment and sexual abuse being perpetrated by Defendant FR. BECKER.

81. The deliberate indifference of Defendants DIOCESE and BONAVENTURE, and the sexual harassment and sexual abuse committed by Defendant FR. BECKER, effectively barred Plaintiff access to various educational opportunities and benefits at Defendant BONAVENTURE and subjected Plaintiff to discrimination on the basis of sex in violation of Title IX.

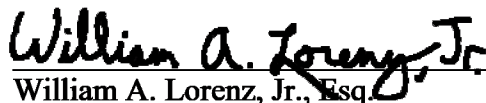
82. Plaintiff suffered severe emotional and mental suffering and distress due to Defendants’ actions, as well as fear for his own physical safety.

83. By reason of the foregoing, Plaintiff has been damaged in an amount exceeding the jurisdictional limits of all lower courts, which would otherwise have jurisdiction.

84. Plaintiff also seeks attorneys’ fees under Title IX.

WHEREFORE, Plaintiff demands judgment against Defendants in an amount which exceeds the jurisdictional limits of all other courts which might otherwise have jurisdiction, and for such other and further relief to Plaintiff as this Court deems just and proper.

DATED: September 16, 2019
Amherst, New York


William A. Lorenz, Jr., Esq.
Steven M. Cohen, Esq.
HoganWillig, PLLC
Attorneys for Plaintiff
2410 North Forest Road, Suite 301
Amherst, New York 14068
(716) 636-7600
wlorenz@hoganwillig.com